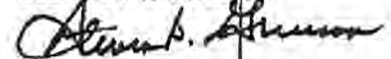


# **EXHIBIT A**

**EXHIBIT A**  
**(Complaint)**

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**COMP**  
J. AMY SUN, ESQ.  
Nevada Bar No.: 11289  
ROBERT W. CURTIS, ESQ.  
Nevada Bar No.: 9317  
**SUN LAW GROUP, LLC.**  
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*Attorney for Plaintiff*

CASE NO: A-20-818142-C  
Department 13

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

YEN-HSIANG LIN, Individually;

Case No.:

Plaintiff,

Dept. No.:

vs.

**COMPLAINT**

**COSTCO WHOLESALE CORPORATION**  
dba **COSTCO**, a Foreign Corporation; DOES 1-  
100; and **ROE CORPORATIONS 101-200**;

Defendants.

Plaintiff, YEN-HSIANG LIN, by and through her attorneys of record, J. Amy Sun, Esq. and Robert W. Curtis, Esq. of the SUN LAW GROUP, brings causes of action against Defendants, **COSTCO WHOLESALE CORPORATION dba COSTCO, DOES 1-100; and ROE CORPORATIONS 101-200**, inclusive, and each of them. Plaintiff alleges as follows:

1. This Court has jurisdiction over this matter under NRS 14.065, as the facts alleged occurred in Clark County, Nevada and involve an amount in controversy in excess of \$15,000.00.

2. Venue is proper to NRS 13.040, as Defendants, or each of them resides or does business in Clark County, Nevada at the commencement of this action.

3. At all times relevant herein, Plaintiff, YEN-HSIANG LIN (known hereinafter as "LIN") was and is a resident of Clark County, Nevada.

4. Plaintiff believes and alleges that at all times relevant herein, Defendant **COSTCO WHOLESALE CORPORATION dba COSTCO** (hereinafter referred to as **COSTCO**) is a Foreign Corporation doing business in Clark County and is subject to the Laws of Clark County, Nevada.

1       5. Defendant DOES I through 100 ("DOE Defendants"), are, and at all times pertinent hereto,  
2 were individuals not presently known who were in some manner negligent and liable for Plaintiff's  
3 injuries as set forth in the allegations and causes of action below. Plaintiff will seek leave of Court  
4 to amend the complaint to add their names and potential allegations once DOE Defendants' names  
5 are discovered.

6       6. Defendant ROE CORPORATIONS 101 through 200, were Corporations authorized to do  
7 business in Clark County, the State of Nevada. Plaintiff is informed, believes and thereon alleges  
8 that defendants ROE CORPORATIONS 101 through 200, are the owners of the corporation and/or  
9 the premises herein alleged and/or are in some manner responsible for the actions of its employees,  
10 independent contractors, and/or assigns of Defendants designated as ROE CORPORATIONS 101  
11 through 200. Plaintiff is informed, believes and thereon alleges that each of the Defendants  
12 designated as a DOE or ROE is in some manner negligently, vicariously, statutorily, contractually,  
13 and/ or otherwise responsible for the events and happening referred to and caused damages  
14 proximately to Plaintiff as herein alleged. Plaintiffs will ask leave of the Court to amend this  
15 Complaint to insert the true names of such Defendants when the same have been ascertained.

16       7. Upon information and belief, at all times pertinent herein, Defendants, and each of the  
17 Defendants, are and/or were legal residents/entities of Clark County, Nevada, and authorized to do  
18 business by the State of Nevada, and/or were employees, agents, or servants of Defendants.

19                               **FACTUAL BACKGROUND**

20       8. On or about August 21, 2018, Plaintiff LIN was lawfully upon the premises of COSTCO  
21 located at 801 South Pavilion Center Drive, in Las Vegas, Nevada.

22       9. Plaintiff was shopping at Defendants' store.

23       10. Defendants negligently failed to clean the floor, and to maintain it free from slippery  
24 substances, which created a dangerous condition.

25       11. Defendant owed a duty to warn Plaintiff of perils that would foreseeably harm her,  
26 including placing warnings of a hazard on the floor.

27       12. Defendant owed a duty to maintain a safe premise to protect persons such as plaintiff from  
28 harm, including curing hazards on the floor.



1 13. Plaintiff slipped on a substance on Defendants' flooring and suffered personal injuries in  
2 an amount exceeding \$15,000.00.

3 **FIRST CLAIM FOR RELIEF**

4 **(NEGLIGENCE/ PREMISE LIABILITY)**

5 14. Plaintiff hereby incorporates by reference all above paragraphs, as if fully set forth herein.

6 15. At all times material, Defendants, and each of them, were in control of, and responsible for  
7 maintaining the premises in a reasonably safe condition to protect persons, such as Plaintiff, from  
8 harm.

9 16. Defendant breached its duty to Plaintiff LIN in one or more of the following respects, but  
10 not limited to:

11 a. Failure to exercise reasonable care in performing routine cleaning/ maintenance of  
12 the premises.

13 b. Failure to warn guests and visitors of dangerous conditions on the premises which  
14 Defendants caused and/or of which Defendants knew or should have known.

15 c. Failure to inspect for dangerous conditions on the premises.

16 d. Failure to cure dangerous conditions on the premises.

17 e. Failure to follow safety protocol.

18 17. Defendants' breaches of these duties directly and proximately caused Plaintiff's injuries.

19 18. Plaintiff has suffered injury and damages in an amount in excess of \$15,000.00.

20 **SECOND CLAIM FOR RELIEF**

21 **(NEGLIGENT HIRING, TRAINING, SUPERVISION, RETENTION)**

22 19. Plaintiff hereby incorporates by reference all above paragraphs, as if fully set forth herein.

23 20. At all times material, Defendants, and each of them, were in control of, and responsible for  
24 training, hiring, and/or screening employees/contractors working on its premises, in a way  
25 designed to protect persons such as Plaintiff from harm.

26 21. Defendant breached its duty to Plaintiff LIN in one or more of the following respects, but  
27 not limited to:

28 ....

- a. Failing to adequately supervise employees, agents, contractors and/or subsidiaries.
- b. Failing to adequately train employees, agents, contractors and/or subsidiaries.
- c. Failing to adequately screen potential employees, agents, contractors and/or subsidiaries before their hiring/contracting.
- d. Failing to follow safety protocol.
- e. Failing to promulgate policies and procedures for cleaning, inspecting, and maintaining the premises in a safe condition, and/or warning of dangerous conditions located upon the premises.
- f. This negligence in hiring, training, supervision, and retention was the actual and proximate cause of Plaintiff's damages.

22. Defendant's breach of these duties directly and proximately caused Plaintiff's injuries.

23. Defendant's employees, agents, workers, staff, contractual agents, were working within the scope of their employment at the time of the incident at issue herein, and therefore, Defendants, and each of them, are vicariously liable for their negligent acts.

24. Plaintiff has suffered injury and damages in an amount in excess of \$15,000.00.

25. By these reasons, Plaintiff was required to and did receive medical treatment for injuries received in an expense all to her damage in the sum in excess of \$15,000.00. Said services, care, and treatment are continuing and shall continue in the future, at a presently unascertainable amount, and Plaintiff will amend her Complaint accordingly when the same shall be ascertained.

26. Plaintiff has been compelled to retain the services of an attorney to prosecute this action and is, therefore, entitled to reasonable attorney's fees and costs incurred herein,

**WHEREFORE**, Plaintiff, expressly reserving her right to amend this complaint at the time of, or prior to trial, prays for judgment against the Defendants, and each of them, as follows:

1. For General Damages sustained by Plaintiff in a sum in excess of \$15,000.00;
2. For Special Damages sustained by Plaintiff in a sum in excess of \$15,000.00, and in amounts according to proof;
3. For Attorney's Fees and Costs of suit incurred herein;
4. For interest at the statutory rate; and

1           5. For such other and further relief as this Court deems appropriate.  
2

3           Dated this 17<sup>th</sup> day of July, 2020.  
4

5                               Respectfully Submitted by:  
6                               **SUN LAW GROUP, LLC.**

7                                 
8                               J. AMY SUN, ESQ.  
9                               Nevada Bar No.: 11289  
10                              ROBERT W. CURTIS, ESQ.  
11                              Nevada Bar No.: 9317  
12                              6145 Spring Mountain Rd., # 201  
13                              Las Vegas, NV 89146  
14                              Phone: (702) 968-9900  
15                              Fax (800) 708-9518  
16                              Attorneys for Plaintiff